

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

**ORIGINAL**

**FILED**

IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.

★ JAN 31 2012 ★

-----X  
**SHIRLEY PETION,**

**Plaintiff,**

**-against-**

Index No.:  
BROOKLYN OFFICE

**CV 12-0464**  
**GERSHON, J.**  
**COMPLAINT**  
**AND DEMAND**  
**FOR JURY**

**PLANET MOTOR CARS, INC.,**  
**and TD AUTO FINANCE, LLC**

**GOLD, M.J.**

**Defendant.**  
-----X

**SUMMONS ISSUED**

**AS AND FOR HER COMPLAINT**, in the above-captioned action, plaintiff  
**SHIRLEY PETION** ("Plaintiff"), by and through her attorneys, **SADIS & GOLDBERG**  
**LLP**, alleges as follows:

**PARTIES**

1. At all times mentioned herein, Plaintiff was and is an individual residing in the County of Kings, 1447 Schenectady Avenue, Brooklyn, New York 11203.
2. Upon information and belief, at all times herein mentioned, defendant **PLANET MOTOR CARS, INC.** ("Dealer"), is a New York Corporation with its principal place of business in the County of Queens at 160-14 Hillside Avenue, Jamaica, NY 11432. Dealer is engaged in the business of selling and servicing new and used motor vehicles.
3. Upon information and belief, Defendant **TD AUTO FINANCE, LLC** ("TD") is a Michigan corporation, and is authorized to transact business in the State of New

York, Kings County. TD is engaged in the business of financing and accepting assignment of automobile finance contracts.

#### **JURISDICTION AND VENUE**

4. Jurisdiction is premised on 15 U.S.C. § 1640(e) and 28 U.S.C. §§ 1331 and 1337.
5. Plaintiff institutes this action for actual damages, statutory damages, attorneys' fees and costs against Dealer for violations of the Truth in Lending Act, 15 U.S.C. § 1601 *et seq.* (hereinafter "TILA") and Federal Reserve Board Regulation Z, 12 C.F.R. § 226, promulgated pursuant thereto, and for related and unrelated violations of New York General Business Law § 349.
6. Venue in this District is proper in that the conduct complained of occurred here.

#### **STATUTORY FRAMEWORK**

##### **TILA**

7. The Truth in Lending Act ("TILA") is a federal law designed to protect consumers in credit transactions by requiring clear disclosure of key terms of the lending arrangement and all costs. The statute is contained in title I of the Consumer Credit Protection Act, as amended, 15 USC §§ 1601 *et seq.* The regulations implementing the statute, which are known as "Regulation Z," are codified at 12 CFR Part 226. The purpose of TILA is to promote the informed use of consumer credit by requiring disclosures about its terms and cost.
8. The retail installment contract ("RISC") is the document that a consumer receives in which the requisite TILA disclosures are to be made.

#### **BACKGROUND**

9. On or about May 30, 2011, Plaintiff went to Dealer to purchase a used car. Plaintiff chose a 2008 BMW X5 (the "Vehicle").
10. Plaintiff and Dealer agreed upon a price of \$28,000 for the Vehicle, including tax. Plaintiff was willing and able to make a down payment of \$10,000.
11. Plaintiff agreed to finance the Vehicle and was told that she would receive a rate of 7.49% and that her monthly payments would be \$631.08.
12. After Plaintiff complained that the monthly payments would be too high for her to manage, Dealer informed her that if she made the first four payments that her rate would drop to 3.29% and that her monthly payment would be slashed to \$319.82.
13. On a piece of paper, Dealer wrote the numbers they had agreed to. A copy of Dealer's notes is attached as **Exhibit A**.
14. Plaintiff and Dealer signed a Retail Installment Sale Contract ("RISC"). When Plaintiff saw that the RISC indicated that she was making a down payment of \$15,000, and that the cash price of the vehicle was \$51,109.71 she complained to Dealer that the RISC did not accurately reflect the deal that had been agreed to.
15. Dealer told Plaintiff not to worry about the discrepancy in the numbers and that the difference between what had been agreed to and what was reflected in the RISC was only for bookkeeping purposes, was required to get her loan approved, and that the dealer agreed she was only making a down payment of \$10,000.
16. Dealer's false reporting of the down payment caused the total vehicle price to be further inflated by \$5,000, and represents a hidden finance charge that should have been disclosed under TILA.

17. Dealer's false reporting of the cash price caused the total vehicle price and amount financed to be grossly inflated from \$28,000 to more than \$51,000, and represents a hidden finance charge that should have been disclosed under TILA. A copy of the RISC is attached as **Exhibit B**.
18. Dealer also required that Plaintiff make a payment of \$416 to be deposited with the bank. The failure to report this bank deposit payment on the RISC caused Plaintiff to not be properly credited with payments that she made for her purchase, further resulting in inaccurate disclosures in the RISC. A copy of the paper Dealer gave Plaintiff reflecting the bank deposit is attached as **Exhibit C**.
19. The Dealer's failure to properly disclose the finance charge denied Plaintiff the opportunity to compare the offered credit terms with alternative terms that she could have obtained elsewhere.
20. In another TILA violation, as a result of Dealer's inflation of the sales price, Plaintiff was required to pay additional sales tax based on the higher, inflated sales price.
21. This is equally true for the Dealer's reporting of the down payment that caused Plaintiff to pay sales tax on a vehicle that was reported as \$5,000 higher than it really was.
22. Further, the additional sales tax on the Vehicle was improperly included as part of the amount financed instead of as part of the finance charge, resulting in an inaccurate disclosure of the annual percentage rate, all in violation of section 1638 of TILA.

23. At no time, however, did Plaintiff make a down payment in the amount of \$15,000. In fact, the only down payments Plaintiff made were \$10,000 and \$416. at the time the RISC was executed.
24. Thus, Dealer violated TILA by falsely disclosing the amount of Plaintiff's down payment.
25. After Plaintiff had made four monthly payments of \$631.08 she began calling Dealer to know when she would receive her new payment information. After multiple visits and telephone calls to Dealer. Dealer finally delivered to Plaintiff a second RISC reflecting the monthly payment of \$319.82 and the interest rate of 3.29% that Plaintiff and Dealer had agreed to at the time of purchase. A copy of the second RISC is attached as **Exhibit D**.
26. Plaintiff contacted TD bank to verify when she was supposed to begin paying the lower amount reflected in the RISC but TD claimed to know nothing about the second RISC and insisted that Plaintiff was still responsible for making monthly payments of \$631.08.

**COUNT I**  
**MULTIPLE VIOLATIONS OF THE TRUTH IN LENDING ACT**

27. Plaintiff repeats the allegations set forth in paragraphs 1-26 as if fully set forth at length herein.
28. At all times relevant hereto, Dealer regularly extended or offered to extend consumer credit for which a finance charge is or may be imposed or which, by written agreement, is payable in more than four installments, and is the person to whom the transaction which is the subject of this action is initially payable,

making Dealer a creditor within the meaning of TILA, 15 U.S.C. § 1602(f) and Regulation Z § 226.2(a)(17).

29. Plaintiff and Dealer entered into a consumer credit transaction which was memorialized in an agreement governed by the TILA, to wit, the RISC annexed as **Exhibit B**.
30. Under the transaction, Dealer failed to deliver all material disclosures required by the TILA and Regulation Z in that Dealer failed to properly and accurately disclose the amount financed in violation of Regulation Z § 226.18(b) and 15 § 1638(a)(2)(A); the finance charge in violation of Regulation Z § 226.4 and 226.18(d) and 15 U.S.C. § 1638(a)(3).
31. More particularly, upon information and belief, after the parties contracted for the sale of the Vehicle, Dealer intentionally increased the cash price of the car when preparing the RISC.
32. Consequently, the RISC inaccurately discloses the "Amount Financed" for the Vehicle.
33. Additionally, by not including the bank deposit of \$416 in the RISC the RISC is inaccurate because it inaccurately discloses the Amount Financed.
34. Further, Dealer falsely disclosed that Plaintiff had made a cash down payment of only \$15,000. Dealer made this disclosure with knowledge of its falsity.
35. Dealer inflated the purchase price of the vehicle, and the amount of the down payment, in order to be able to assign the installment contract for profit to another lending institution. In the absence of this conduct, the transaction would not have been approved for assignment to another lender.

36. As a result of Dealer's inflation of the purchase price, Plaintiff was required to pay additional sales tax based on the higher, inflated purchase price.
37. Further, the additional sales tax on the Vehicle was improperly included as part of the amount financed instead of as part of the finance charge, resulting in an inaccurate disclosure of the annual percentage rate, all in violation of section 1638 of TILA.
38. Finally, the Dealer essentially admitted that the first RISC was false by delivering a second RISC reflecting the monthly payments and interest rate that Dealer had promised.
39. Accordingly, Dealer has violated TILA by providing inaccurate disclosures as to the cash price, the down payment made, the amount financed, the annual percentage rate and the finance charge on the RISC for the Vehicle.
40. Plaintiff relied on these inaccurate disclosures to her detriment.
41. Plaintiff is therefore entitled to actual damages, statutory damages and punitive damages in an amount not to exceed \$500,000. Plaintiff is also entitled to reasonable attorneys' fees, costs and expenses.

**COUNT II**  
**VIOLATION OF GENERAL BUSINESS LAW § 349**

42. Plaintiff repeats the allegations set forth in paragraphs 1-41 as if fully set forth at length herein.
43. New York General Business Law § 349 prohibits the use of deceptive or unfair practices in the conduct of any business, trade or commerce or in the furnishing of any service in New York.

44. The conduct alleged herein, and the sale and financing of vehicles is consumer-oriented conduct as it has the demonstrated potential to be repeated to other consumers.
45. Plaintiff was told that after she made her first four payments her rate would drop from 7.49% to 3.29%, and that her monthly payments would be slashed from \$631.08 to \$319.82.
46. Plaintiff and dealer agreed to a purchase price of \$28,000 for the Vehicle.
47. Instead, Dealer charged Plaintiff a grossly inflated price and provided a false RISC.
48. Dealer's actions and practices were misleading in a material respect in that it charged Plaintiff in excess of the amounts it had agreed and then refused to modify the RISC as it had agreed.
49. Plaintiff hereby demands that all attorneys' fees, costs and other fees of this action be borne by both Dealer and TD and that the Court award Plaintiff her actual damages, as well as punitive damages in an amount to be determined at trial.

**COUNT III**  
**LIABILITY OF TD AUTO FINANCE, LLC**

50. Plaintiff incorporates paragraphs 1-49 above by reference herein. This Count is brought against Defendant TD only.
51. Federal Law (16 C.F.R. part 433) provides all retail installment contracts contain the following provision:

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT  
CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES  
WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER**

**OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR  
WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY  
THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE  
DEBTOR HEREUNDER.**

52. TD is the holder of the consumer credit contract memorialized by the RISC for the purchase of Plaintiff's Vehicle. TD is bound by the terms quoted in Paragraph 48 above, subjecting it to all claims and defenses which Plaintiff has asserted against Dealer.
53. The Vehicle constitutes the "good" obtained with the proceeds of the RISC.
54. Dealer and TD sold the Vehicle which constitutes the good obtained with the proceeds of the loan.
55. Consequently, TD is subject to all claims and defenses that Plaintiff could assert against Dealer.

**WHEREFORE**, Plaintiff, **SHIRLEY PETION**, prays for judgment against Dealer and Honda for violations of the Truth In Lending Act, violations of New York General Business Law §349, including a refund of the purchase price plus all finance charges, pre-judgment interest, incidental and consequential damages, punitive damages and attorney fees as follows:

- A. Return of all finance charges and interest;
- B. All incidental and consequential damages incurred by Plaintiff;

- C. Return of all charges over and above the costs of the vehicle as agreed to in the buyer's order, and prejudgment interest at the statutory rate from the date this cause of action accrued;
- D. All reasonable attorneys' fees, witness fees, and all court costs and other fees incurred by the Plaintiff;
- E. An award of punitive damages against Dealer and TD by virtue of their fraudulent conduct; and
- F. Such other and further relief that the Court deems just and proper.

DATED: New York, New York  
January 26, 2011



\_\_\_\_\_  
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David M. Kasell, Esq. (DK-7753)  
SADIS & GOLDBERG LLP  
Attorneys for Plaintiff  
551 Fifth Avenue, 21<sup>st</sup> Floor  
New York, NY 10176  
(212) 947-3793



\$15000

4 pay \$631.14

Finance

5 yrs

\$319.29 5 yrs

1000 more miles

319.29  
X 66

21,073

160000 mile

Brakes, Rotter

7. percent

21 073

10 000

31,073.00

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33597.56

3.29

60 Dealers Responsible

BMW will send you service CARD like "Credit CARD" within 75 days

if not Received by then call

dealer or come see JAY

TORRES 718 915 3588

Financial officer

\$28000 -

4 payments charge to Liability

5 days Photo Inspection

(\$15000 Cash)

2,207.98 Tax Return

\* 15 day after 4 pay Liability from Geico



Bu (and Co-Buyer) Name and Address (including County and Zip Code): <b>STIRLEY, PETER</b> <b>1447 SCHONECTADY ST</b> <b>BROOKLYN NY 11203</b>	Creditor (Seller) Name and Address: <b>FINANCIAL MOTOR CORP</b> <b>160-14 FULTON AVENUE</b> <b>JAMAICA NY 11432</b>
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You the Buyer (and Co-Buyer if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller (sometimes referred to as "this contract") the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth in Lending Disclosures below are part of this contract.

New/Used/Demo: <b>USED</b>	Year: <b>2007</b>	Make and Model: <b>BMW</b>	Vehicle Identification Number: <b>5UXXE641 785571</b>	Primary Use For Which Purchased: <input type="checkbox"/> Personal, family or household <input type="checkbox"/> Business <input type="checkbox"/> Agricultural
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### FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid after you have made all payments as scheduled	Total Sale Price The total cost of your purchase on credit, including your down payment of
<b>7.49%</b>	<b>\$ 9,041.05</b>	<b>\$ 36,396.71</b>	<b>\$ 45,437.76</b>	<b>\$ 45,437.76</b>

Your Payment Schedule Will Be:

By Number of Payments	Amount of Payments	When Payments Are Due
<b>72</b>	<b>\$ 631.08</b>	Monthly beginning <b>07/12/2011</b>

Or As Follows:

Rate Charge: If payment is not received in full within **10** days after it is due, you will pay a late charge of **1.00%** or **1.5%** of the part of the payment that is late, whichever is greater.

Prepayment: If you pay off all your debt early, you will not have to pay a penalty.  
Security Interest: You are giving a security interest in the vehicle being purchased.  
Additional Information: See this contract for more information including information about nonpayment in default, any required repayment in full before the scheduled date and security interest.

### ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including sales tax)	<b>\$ 41,469.71</b>
2. Total Downpayment	<b>\$ 0.00</b>
3. Trade-In (Year) (Make) (Model)	<b>N/A</b>
Gross Trade-In Allowance	<b>\$ 0.00</b>
Less: Pay Off Made By Seller	<b>\$ 0.00</b>
4. Net Trade-In	<b>\$ 0.00</b>
5. Total Cash Price (including sales tax)	<b>\$ 41,469.71</b>
6. Total Downpayment	<b>\$ 0.00</b>
7. Total Cash Price (including sales tax)	<b>\$ 41,469.71</b>
8. Other Charges (including Amounts Paid to Others on Your Behalf)	<b>\$ 0.00</b>
9. Total Cash Price (including sales tax)	<b>\$ 41,469.71</b>
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100. Total Cash Price (including sales tax)	<b>\$ 41,469.71</b>

ITEMIZATION OF AMOUNT FINANCED		Total Dollars	
Year	Use or (Make)	(Model)	
Gross Trade-In Allowance			
Less Pay Off Made By Seller			
Net Trade-In Allowance			
Cash			
Total Cash			
(If total down payment is negative, enter "N/A" and see (below))			
Total Balance of Cash Price (Amounts Due) Net of Payoff			
Other Charges Including Amounts Paid to Others on Your Behalf			
(Seller may keep part of these amounts)			
Total of Other Charges			
Paid to Insurance Company or Companies for Life			
Disability			
Vendor's Single Interest Insurance			
Paid to Insurance Company			
Other Insurance Paid to the Insurance Company			
Fees Paid to Government Agencies			
Government Taxes Not Included in Cash Price			
Government License and/or Registration Fees			
Government Certificate of Title Fees			
Government Waste/Tire Management Fee			
Other Charges (Seller must identify who is paid and describe purpose)			
For Prior Credit or Lease Balance			
Total Other Charges and Amounts Paid to Others on Your Behalf			
Amount Financed (3 + 4)			

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.

RETURNED CHECK CHARGE: You agree to pay a charge of \$20.00 if any check you give us is dishonored.

OPTION: ☐ You pay no finance charge if the amount financed item is paid in full on or before 12 months after the date of sale.

**NO COOLING OFF PERIOD.** State law does not provide for a cooling off or cancellation period for this sale. After you sign this contract, you may only cancel if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the finance charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs ☒ Co-Buyer Signs ☒

If any part of this contract is not filled in, other parts may vary. We may delay, extend and not enforce any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

**NOTICE TO BUYER:** 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled-in copy of the agreement. 3. Under the law, you have a right to pay off in advance the full amount of the loan if you do so, you may be depending on the nature of the credit service charge. 4. According to law, you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

**RETAIL INSTALLMENT CONTRACT**

Buyer Signs ☒ Co-Buyer Signs ☒

Co-Buyer and Other Owners: A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but who does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owners sign here: \_\_\_\_\_ Address: \_\_\_\_\_

Seller Signs: \_\_\_\_\_ Date: \_\_\_\_\_

Seller assigns its interest in this contract to **Chrysler Financial SA LLC** (Assigned) Under the terms of Seller's agreement(s) with Assignee.

☒ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

Seller: **Chrysler Financial SA LLC** By: \_\_\_\_\_ Title: **SALE**







Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) <b>SHIRLEY PETION</b> <b>1447 SCHONECTADY ST.</b> <b>BROOKLYN NY 11203</b>		Creditor, Seller Name and Address <b>Planet Motor Cars</b> <b>160-14 Hillside Avenue</b> <b>Jamaica, NY 11432</b>	
Buyer (and Co-Buyer) may buy the vehicle below for cash or on credit. If you choose to buy the vehicle on credit, you agree to pay the seller (sometimes even if it is in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth in Lending Disclosures below are part of this contract.			
New/Used/Demo <b>USED</b>	Year/Make/Model <b>2009/BUICK/REGAL</b>	Vehicle Identification Number <b>5G22065412100000000</b>	Primary User (Who Purchased) <input checked="" type="checkbox"/> Personal/Family or household <input type="checkbox"/> Business <input type="checkbox"/> Agricultural
<b>FEDERAL TRUTH IN LENDING DISCLOSURES</b>			
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. <b>3.29%</b>	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. <b>\$6,212.76</b>	<b>Amount Financed</b> The amount of credit provided to you on your behalf. <b>\$36,215.76</b>	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled. <b>\$42,428.52</b>
<b>Total Sale Price</b> The total cost of your purchase on credit including your down payment of \$1,000. <b>\$41,428.52</b>		<b>Total Price</b> The total cost of your purchase on credit including your down payment of \$1,000. <b>\$41,428.52</b>	
Number of Payments <b>60</b>	Amount of Payments <b>\$707.14</b>	When Payments Are Due <b>Monthly beginning 12/24/2011</b>	Check the insurance you want and sign below: <b>Optional Credit Insurance</b> <input type="checkbox"/> Credit Life <input type="checkbox"/> Buyer <input type="checkbox"/> Co-Buyer <input type="checkbox"/> Both <input type="checkbox"/> Credit Disability (Buyer Only) <input type="checkbox"/> Premium: <b>\$10.00</b> <input type="checkbox"/> Credit Life <b>\$10.00</b> <input type="checkbox"/> Credit Disability <b>\$10.00</b> Insurance Company Name: <b>NIA</b> Home Office Address: <b>10000 N. 10th Ave, Suite 100, Phoenix, AZ 85021</b>
Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of \$10.00 or 5% of the amount of the payment that is late, whichever is greater.			
Prepayment: If you pay off all your debt early, you will not have to pay a penalty.			
Security Interest: You are giving a security interest in the vehicle being purchased.			
Additional Information: (See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.)			
<b>ITEMIZATION OF AMOUNT FINANCED</b>			
1. Cash Price (including sales tax) of item(s) purchased: <b>\$37,428.52</b>			
2. Total Downpayment: <b>\$1,000.00</b>			
3. Other Charges (including amounts paid to others on your behalf): <b>\$0.00</b>			
4. Total of Payments: <b>\$42,428.52</b>			
5. Amount Financed (3 + 4): <b>\$36,215.76</b>			

ITEMIZATION OF AMOUNT FINANCED		TOTAL DOLLARS	
1. Cash Price	10000.00	10000.00	
2. Down Payment	2000.00		2000.00
3. Finance Charge	1000.00		1000.00
4. Other Charges	0.00		0.00
5. Amount Financed (3+4)	9000.00		9000.00
6. Finance Charge	1000.00		1000.00
7. Total Finance Charge	1000.00		1000.00
8. Total Amount Financed (5+7)	10000.00		10000.00
9. Total Amount Repaid (8+6)	11000.00		11000.00
10. Total Amount Repaid (9+7)	12000.00		12000.00
11. Total Amount Repaid (10+6)	13000.00		13000.00
12. Total Amount Repaid (11+7)	14000.00		14000.00
13. Total Amount Repaid (12+7)	15000.00		15000.00
14. Total Amount Repaid (13+7)	16000.00		16000.00
15. Total Amount Repaid (14+7)	17000.00		17000.00
16. Total Amount Repaid (15+7)	18000.00		18000.00
17. Total Amount Repaid (16+7)	19000.00		19000.00
18. Total Amount Repaid (17+7)	20000.00		20000.00
19. Total Amount Repaid (18+7)	21000.00		21000.00
20. Total Amount Repaid (19+7)	22000.00		22000.00
21. Total Amount Repaid (20+7)	23000.00		23000.00
22. Total Amount Repaid (21+7)	24000.00		24000.00
23. Total Amount Repaid (22+7)	25000.00		25000.00
24. Total Amount Repaid (23+7)	26000.00		26000.00
25. Total Amount Repaid (24+7)	27000.00		27000.00
26. Total Amount Repaid (25+7)	28000.00		28000.00
27. Total Amount Repaid (26+7)	29000.00		29000.00
28. Total Amount Repaid (27+7)	30000.00		30000.00
29. Total Amount Repaid (28+7)	31000.00		31000.00
30. Total Amount Repaid (29+7)	32000.00		32000.00
31. Total Amount Repaid (30+7)	33000.00		33000.00
32. Total Amount Repaid (31+7)	34000.00		34000.00
33. Total Amount Repaid (32+7)	35000.00		35000.00
34. Total Amount Repaid (33+7)	36000.00		36000.00
35. Total Amount Repaid (34+7)	37000.00		37000.00
36. Total Amount Repaid (35+7)	38000.00		38000.00
37. Total Amount Repaid (36+7)	39000.00		39000.00
38. Total Amount Repaid (37+7)	40000.00		40000.00
39. Total Amount Repaid (38+7)	41000.00		41000.00
40. Total Amount Repaid (39+7)	42000.00		42000.00
41. Total Amount Repaid (40+7)	43000.00		43000.00
42. Total Amount Repaid (41+7)	44000.00		44000.00
43. Total Amount Repaid (42+7)	45000.00		45000.00
44. Total Amount Repaid (43+7)	46000.00		46000.00
45. Total Amount Repaid (44+7)	47000.00		47000.00
46. Total Amount Repaid (45+7)	48000.00		48000.00
47. Total Amount Repaid (46+7)	49000.00		49000.00
48. Total Amount Repaid (47+7)	50000.00		50000.00
49. Total Amount Repaid (48+7)	51000.00		51000.00
50. Total Amount Repaid (49+7)	52000.00		52000.00
51. Total Amount Repaid (50+7)	53000.00		53000.00
52. Total Amount Repaid (51+7)	54000.00		54000.00
53. Total Amount Repaid (52+7)	55000.00		55000.00
54. Total Amount Repaid (53+7)	56000.00		56000.00
55. Total Amount Repaid (54+7)	57000.00		57000.00
56. Total Amount Repaid (55+7)	58000.00		58000.00
57. Total Amount Repaid (56+7)	59000.00		59000.00
58. Total Amount Repaid (57+7)	60000.00		60000.00
59. Total Amount Repaid (58+7)	61000.00		61000.00
60. Total Amount Repaid (59+7)	62000.00		62000.00
61. Total Amount Repaid (60+7)	63000.00		63000.00
62. Total Amount Repaid (61+7)	64000.00		64000.00
63. Total Amount Repaid (62+7)	65000.00		65000.00
64. Total Amount Repaid (63+7)	66000.00		66000.00
65. Total Amount Repaid (64+7)	67000.00		67000.00
66. Total Amount Repaid (65+7)	68000.00		68000.00
67. Total Amount Repaid (66+7)	69000.00		69000.00
68. Total Amount Repaid (67+7)	70000.00		70000.00
69. Total Amount Repaid (68+7)	71000.00		71000.00
70. Total Amount Repaid (69+7)	72000.00		72000.00
71. Total Amount Repaid (70+7)	73000.00</		

OPTION ☐ You pay no finance charge if the amount financed, item 5, is paid in full on or before                      year. **SELLER'S INITIALS**                     

**NO COOLING OFF PERIOD.** State law does not provide for a cooling off or cancellation period for this sale. After you sign this contract, you may only cancel if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

**HOW THIS CONTRACT CAN BE CHANGED:** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing, and we must sign it. No oral changes are binding. Buyer Signs [Signature] Co-Buyer Signs [Signature]  
If any part of this contract is not valid, all other parts stay valid. We may, delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.  
See back for other important agreements.

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled-in copy of the agreement. 3. Under the law, you have a right to pay off in advance the full amount of a loan and so, you may be depending on the nature of the credit service charge being applied without penalty. (a) (b) Under certain circumstances, a rebate of the credit service charge may be applied. According to law, you have the privilege of purchasing the insurance on the motor vehicle provided only in this contract from an agent or broker of your own selection. You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

**RETAIL INSTALLMENT CONTRACT**

Buyer Signs \_\_\_\_\_ Date \_\_\_\_\_

Co-Boys and Other Owners \_\_\_\_\_ Date \_\_\_\_\_

Co-Boys and Other Owners: A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here ☒ Seller signs \_\_\_\_\_ Date 11-7-11 Address \_\_\_\_\_  
By [Signature] Title CEO  
Seller assigns his interest in this contract \_\_\_\_\_ (Assignee) under the terms of Seller's agreement(s) with Assignee.  
☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse  
Seller \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_